



PUBLIC NOTICE



TOWN OF HUNTINGTON PROPERTY OWNERS/HOMEBUILDERS

SHOULD ANY PROPERTY OWNERS MAKE IMPROVEMENTS
TO THEIR PROPERTY IN OUR TOWN THE FOLLOWING
INFORMATION IS VERY IMPORTANT:
THE TOWN OWNS APPROXIMATELY 8' BEHIND THE CURB OR
EDGE OF PAVEMENT WHICH IS REFERRED TO AS THE
RIGHT-OF-WAY ON TOWN ROADS

***NEW YORK STATE HIGHWAY LAW GIVES JURISDICTION OF TOWN
ROADS TO THE ELECTED SUPERINTENDENT OF HIGHWAYS
HIGHWAY OFFICE PERMITS ARE REQUIRED TO DO ANY WORK LISTED
BELOW ON TOWN ROADS AND RIGHT-OF-WAYS, OR SIDEWALKS ON
COUNTY AND STATE ROADS:***

Curb cut-New Entrance(s)-Curbs or sidewalks-Driveway aprons-Tree removal,
Electric, gas, water sewer, or other utility hookup including cable TV. Town code
only allows asphalt or concrete materials to be used. All other materials such as
brick, Belgium block, or stone need to file a
Hold Harmless Agreement

FOR PERMIT, HOLD HARMLESS, OR LIABILITY INSURANCE INFORMATION

PLEASE CALL: RICH SCHEFFLER 631-351-3075 (ext. 119)

HELP KEEP HUNTINGTON BEAUTIFUL

PETER S. GUNTHER
Superintendent of Highways



TOWN OF HUNTINGTON HIGHWAY OFFICE PERMIT APPLICATION PROCEDURES

Peter S. Gunther
Superintendent of Highways

Highway Permit for Work in Town right-of-way (BLACK INK ONLY)

1. Please fill out the enclosed application and return to the Highway Office with an administrative fee of \$100.00 payable by check (no cash) to the Town of Huntington Highway Office.
2. Applications should include a plan or sketch with measurements describing the work to be performed.

If the work includes structures that are not in compliance with current town standards or use of materials that are not in conformance with current town standards, a **Hold Harmless Agreement** will be required **in addition to the above**.

If the permitted work will impact the roadway a **bond** may also be required **in addition to the above**. If you have any questions regarding these procedures, please contact:

**Highway Office
30 Rofay Drive
Huntington, NY 11743
Phone (631) 351-3075, ext. 119
Fax (631) 499-3512**

Highway Permit with Hold Harmless Agreement – (BLACK INK ONLY)

1. A completed Hold Harmless Agreement (form enclosed). Please include the Section, Block and Lot number of the property where indicated at the bottom form. (This information can usually be found on "Schedule A" of the deed of the property).
2. A copy of the "Schedule A" from the deed of the property in question. This is a legal description of the property, usually one page that describes the bounds of the property, and must legible and suitable for the Suffolk County Clerk.
3. A completed notary page form to be completed by the property owner(s) as it appears on the deed (form enclosed).
4. A check payable to the Suffolk County Clerk in the minimum amount of \$125.00 fee. Please be advised additional fees may apply as determined by the Suffolk County Clerk. Any questions regarding filing fees should be directed to the Suffolk County Clerk at (631) 852-2043.

Highway Permit with Bond

A certified check is required in the bond amount which is calculated based on the scope of work as determined by the Highway Office. This check will only be deposited if the Highway Office determines the holder failed to properly restore work area, and we must take corrective action. Please be advised, the liability of the applicant may extend beyond the amount of the bond check.



APPLICATION TO PERFORM WORK IN HUNTINGTON RIGHT-OF-WAY

Peter S. Gunther
Superintendent of Highways

Name: _____ Date: _____

Address: _____

Phone: _____

Location of Work: _____

_____ New concrete or asphalt curb cut for driveway

_____ New curb cut for driveway using any other material*

_____ Concrete or asphalt curb replacement/installation

_____ Curb Replacement/Installation using any other material *

_____ Other (Specify) _____

Work performed impacts paved area in anyway? No/Yes **

Work performed impacts concrete area in anyway? No/Yes **

In order to obtain a permit you will to provide:

1. A copy of the plan or sketch of the work to be performed.
2. This application completed and signed.
3. A check payable to the **Town of Huntington Highway** for \$100.00.

Applicant's Signature

Applicant's Signature

*This includes any of the following: structures that are not in compliance with the Town's current standards and driveways, curbs and/or sidewalks made of material other than asphalt or concrete. All structures or materials which are not in compliance with the Town's current standards require a Declaration of Covenants and Restrictions (Hold Harmless Agreement) to be signed by all property owners. The Declaration will be filed against the property.

** Work impacting existing pavement or concrete requires a bond to insure proper restoration.



Declaration of Covenants and Restrictions
Hold Harmless Agreement

Peter S. Gunther
Superintendent of Highways

This Declaration entered into this _____ day of _____, 20____ by
_____ and _____, residing at

who are the Owner(s) of the property located at _____
_____, (the "Property"),

WHEREAS, the Owner(s) have requested permission from the Town Highway Department to continue the existence of or the construction of a structure, fixture or device described herein as _____
_____ and is located, in whole or in part, at or along the "Property", which is not in compliance with the Town's current standards; and

WHEREAS, the Highway Department has agreed to grant such permission by the issuance of a permit for the aforementioned structure, fixture or device, as long as and in consideration of the execution and filing of a Declaration of Covenants and Restrictions, on which the Town of Huntington and the Highway Department will rely,

NOW, THEREFORE, said Owner(s) acknowledge and agree as follows:

1. The Owner(s) acknowledge and agree to maintain and assume total control of and responsibility for said structure, fixture, or device, and agree to release and hold the Town of Huntington and the Town Highway Department harmless from and against any loss and/or damage to the structure, fixture or device, or to any portion of the "Property" that is caused directly or indirectly by Town equipment, or Town personnel or agents, in the serving of the roadways or for any other reason, and shall hold harmless, indemnify and defend the Town of Huntington and the Highway Department against any and all claims, judgments, costs, expenses, or other losses for personal injury and/or property damage, including legal fees, which may be incurred by the owners, their heirs, successors, and/or assigns, or third parties, that in any way relate to the existence of said structure, fixture or device; and
2. The Owner agrees to purchase and maintain homeowners liability insurance extending insurance coverage naming the Town of Huntington and the Town Huntington Highway Department as additional insureds, by endorsement, of the area containing and including the aforementioned structure, fixture of device at the "Property", and failure to procure insurance in a material breach of this Agreement for which the Owner will be held liable and responsible for any monetary awards, judgments, settlements and cost of attorney fees in defense of any claim or action; and
3. The Owner(s) agree that these covenants run with the land, as herein after forth, binding the Owner(s), their heirs, successors, and/or assigns, and may not be terminated or revoked without the written consent of the Town. This Declaration of Covenants and Restrictions shall be filed with the Suffolk County Clerk's Office in Riverhead at a cost to be incurred by the Owner; and

4. The Town reserves the right in its sole discretion to revoke such permission and permit as is deemed necessary by the Town to improve upon or otherwise utilize the Town's Right-of-way or if said structure, fixture, or device is deemed to become a hazard, a danger, impedes the health, welfare and/or safety of the public, or is deemed a public nuisance; and
5. The Owner(s) represent and warrant that they have not offered or given any gratuity to any official, employee, or agent of the Town of Huntington, the Town Highway Department, or of any political party, with the purpose or intent of securing favorable treatment; and
6. The Owner(s) acknowledge and agree that they have been afforded the opportunity to review such documents and consult with such experts as they deemed necessary prior to executing the within Declaration of Covenants and Restrictions, and they have executed this Declaration with full knowledge that the Town of Huntington and Huntington Highway Department are relying on the representations made herein as a condition of the continued location and maintenance of the said structure, fixture or device; and
7. If any section, subsection, paragraph, clause, phrase or provision of this Declaration of Covenants and Restrictions shall, by a Court of competent jurisdiction be adjudged illegal, unlawful, invalid, or held to be unconstitutional, the same shall not affect the validity of this Declaration as a whole, or any other part or provision hereof other than the part so adjudged to be illegal, unlawful, invalid or unconstitutional.

IN WITNESS WHEREOF, the Owner(s) have caused this Declaration to be executed as of the day and year first above written.

The 'Property' so affected:

STREET ADDRESS: _____

DISTRICT: 0400 SECTION _____ BLOCK _____ LOT _____

(Owner) Print Name and Signature

(Owner) Print Name and Signature



Peter S. Gunther
Superintendent of Highways

NOTARY PAGE

(Owner) Print Name

(Owner) Print Name

(STATE OF NEW YORK)

(COUNTY OF SUFFOLK)

On the ____ day of _____, in the year 20____, before me the undersigned, personally appeared _____ and _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to within instrument and acknowledged that they executed the same in their capacity and by their signature(s) on the instrument, the individual, or the person on behalf of which the individual(s) acted, executed the instrument.

Owner's Signature

Owner's Signature

NOTARY PUBLIC

NOTARY PUBLIC